IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

THURSDAY, THE 15TH NOVEMBER 2007 / 24TH KARTHIKA 1929

WP(C).No. 31797 of 2007(I)

PETITIONER:

V. HARIDAS,
ANANTHAPURI, KOYIPAD, CHATHANNOOR, KOLLAM,
NOW RESIDING AT THULASI HOUSE, CHEMPAKAMANGALAM,
KORANI P.O., THIRUVANANTHAPURAM.

BY ADV. SRI.K.P.RAJEEVAN

RESPONDENT:

CANARA BANK,
REPRESENTED BY ITS MANAGER, THATTAMAL BRANCH,
KOLLAM-691020.

BY S.C. MR. P. GOPINATHA MENON.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 15/11/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

ANTONY DOMINIC, J.

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W.P.(C) No. 31797 OF 2007 I
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Dated this the 15th November, 2007

J U D G M E N T

The petitioner who had availed of a loan from the respondent Bank, discharged his liability availing of the benefit of a one time settlement scheme. Ext. P1 is produced to show that by making payment as above the loan account has been closed and that there are no dues outstanding to the Bank. Petitioner now submits that following Ext. P1, although he disputes the quantification of his liability by the bank the documents deposited by the petitioner have not been released by the Bank and hence this writ petition has been filed.

2. Counsel for the Bank submits that the total outstanding due from the petitioner was Rs.57,45,002/-. On the application made by the petitioner for the benefit of a one time settlement scheme was given a concession of Rs.2,20,023/- and the balance was remitted by the petitioner on the basis of which

endorsement on Ext. P1 was made. It is submitted by the Bank that in terms of the one time settlement scheme which was availed of by the petitioner, once the liability is settled and the transaction is closed the customer is required to give a letter to the Bank to the effect that he has no other claim against the Bank. It was submitted that though the benefit of one time settlement scheme was availed of by the petitioner subject to this condition, the petitioner has not given such a letter and that if the letter is given as above, the documents will be released to the petitioner immediately.

3. I have considered the submissions made by both sides. The one time settlement availed of by the petitioner was a conditional one. It is availing of the benefit of the said scheme that the petitioner discharged his liability. As per the conditions of the one time settlement scheme, if the petitioner was obliged to give a letter that he has no claim against the Bank, petitioner could not have avoided the same. If the petitioner committed default in that respect, I see no justification for the petitioner to insist that,

the bank should release the documents deposited by him.

4. Since the petitioner has committed default in the terms of one time settlement scheme I see no justification in issuing a direction requiring the Bank to release the title deeds. In so far as Ext. P2 judgment rendered in the writ petition filed by the petitioner is concerned, it is true that the petitioner has reserved his right to challenge the quantification of his liability. The judgment by itself does not confer any right on the petitioner. In terms of the provisions of the one time settlement scheme once the benefit is availed of the petitioner has no right to challenge the quantification. It being contractual petitioner is bound by such conditions.

The writ petition fails and is dismissed.

ANTONY DOMINIC
JUDGE

jan/-